

2012 US Biochar Conference Exhibit / Sponsor Rules and Regulations

1. **APPLICATIONS AND ELIGIBILITY** - Applications for booth space must be made to the US Biochar Conference Planning Committee of the Sonoma Biochar Initiative, a project of the Sonoma Ecology Center (henceforth referred to as SBI), contain the information requested and be executed by an individual who has authority to act for the applicant (sponsor). Any such sponsor/producer or supplier of equipment and other products or services whose proposed exhibit will enhance the business of biochar and the purposes of SBI's US Biochar Conference, and facilitate those purposes, may apply for booth space. SBI reserves the absolute right to reject any application. SBI may at any time, for any reason and without any prior notice, refund the money paid by Sponsor for exhibit space pursuant to these regulations and cancel same. SBI has complete discretion in the interpretation and enforcement of all rules and regulations governing sponsors. All matters and questions not covered by this document shall be subject to the final judgment and decision of SBI.
2. **AGREEMENT TO CONDITIONS** - Each sponsor, for himself and his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit spaces rests with SBI.
3. **ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of booth space will be determined by SBI. SBI will assign space based on several factors including: receipt of a sponsor contract accompanied by payment in full, type and size of technology to be presented, individual vendor location preferences, and on a first-come, first-served space available basis. Space will not be assigned without receipt of an executed sponsor contract and payment.
4. **BOOTHS** - If a sponsor plans to install a completely constructed display of such a character that the sponsor will not require or desire the use of standard booth equipment, no part thereof shall project so as to obstruct the view of adjacent booths. Reduction of booth space may result in the relocation of exhibit space if it is determined by SBI to be in the best interest of the US Biochar Conference. The floor plan maintained by SBI shall be the official floor plan. Changes to the exhibit hall floor plan may occur at any time, for any reason and without any prior notice to accommodate US Biochar Conference needs.
5. **PAYMENT** - All payments must be made in accordance with the payment terms set forth in the Sponsor Contract. Payment in full for the total contracted exhibit fees owed SBI are required before Sponsor or his employees or agents may begin set-up.
6. **INSURANCE** - In all cases, sponsors wishing to insure their goods must do so at their own expense.
7. **CARE OF EXHIBIT SPACE** - The sponsor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted.
8. **USE AND PROTECTION OF THE EXHIBIT SPACE** - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, floors, walls or other parts of the location without permission of SBI and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of SBI, the location or vendor hall manager or their assistants. Sponsor also agrees to abide by all location rules and regulations and sponsor agrees to be responsible for obtaining a copy of such rules and regulations from the location authorities.
9. **INSTALLATION AND DISMANTLING** - The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each sponsor in advance of the US Biochar Conference. Such requirements shall be binding upon the sponsor as though fully set forth herein. All displays must be in place and set up one hour prior to the Sunday evening reception. Space not occupied or set up by that time may be reassigned for other purposes by SBI. Sponsors who tear down, without advanced approval from SBI, prior to the conclusion of the Wednesday afternoon refreshment break may be fined \$500 per 8'x10' booth space.
10. **DEFAULT OCCUPANCY** -Any sponsor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and SBI shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by the start of the event.
11. **ACCESS TO DISPLAYS** - SBI may from time to time promulgate regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practicable.
12. **PERSONNEL** - Booth personnel, including demonstrators, receptionists and models are required to confine their activities within the exhibit booth space. All sponsors participating in the US Biochar Conference are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the US Biochar Conference. Sponsors must notify SBI of the type of assistance/entertainment being provided by temporary help. SBI reserves the right to deny admission to temporary staff hired by sponsor if the entertainment provided is not in keeping with the standards of the exhibition and US Biochar Conference. SBI reserves the right in its sole and absolute discretion to restrict the use of, or prohibit, any sound systems and/or any machines or devices that are deemed to create excessive noise or otherwise disrupt activities within the Exhibit Hall. Sponsors shall be responsible for securing any and all necessary licenses or consents for any performances, displays, or other uses of copyrighted works or patented inventions and the use of any name, likeness, signature, voice or other impression, or other intellectual property owned or claimed by any third party, which may be used directly or indirectly, by Sponsor or on its behalf. Sponsor agrees to and hereby does, indemnify, defend and hold SBI harmless from and against any claim of liability in any incident or resulting loss, infringements or other violations of the intellectual property rights, rights of privacy, publicity rights, or any other related rights of any third party, whether enforced by that third party or its representative. SBI reserves the right to discontinue the electricity supply of Sponsor if Sponsor is deemed to be in violation of the requirements of this paragraph 12.
13. **USE OF SPACE** - Exhibits shall be shown only in the official exhibit area as established by SBI. Neither the sponsors nor non- sponsors shall be permitted to display articles, equipment, or information concerning services, or movies of such articles, equipment, or services in private rooms or suites during the US Biochar Conference, in accordance with prior agreements between SBI and officials of the location. No sponsor shall permit any other corporation or firm or its representatives to use the space allocated to the exhibiting company, nor display articles manufactured or sold normally by the company. If an article of a non-exhibiting firm is required for operation or display of a sponsor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under

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which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in a space assigned to the original applicant must be by written permission of SBI and shall be subject to an additional charge of 50% of the total cost per booth per day for each additional participant for the run of the US Biochar Conference.

14. DISTRIBUTION OF PRINTED MATTER, ETC. - Neither sponsors or non-sponsors shall distribute to the US Biochar Conference delegates printed matter, samples, souvenirs, and the like, except from within the rented space. Special distribution of such material elsewhere must be approved by SBI.
15. RESTRICTION OF SELLING - No sales of any kind, whether for cash or on credit, whether for immediate or future delivery, and whether completed within or outside the exhibit area, shall be made during the exhibition by a sponsor or anyone on his behalf, nor shall any form of order-taking be permissible, except with the express written permission of SBI.
16. CONFLICTING MEETING & SOCIAL EVENTS - In the interest of the success of the entire US Biochar Conference, the sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of members of sponsors from the general session or the exhibit spaces during official hours of the US Biochar Conference.
17. CANCELLATION OR RELOCATION OF THE US BIOCHAR CONFERENCE - In the event of cancellation, date change or relocation of the US Biochar Conference, due to circumstances within SBI's direct control, SBI shall refund 100% of fees paid to SBI by the sponsor. In the event SBI has no control over the cancellation or relocation of the US Biochar Conference, SBI shall have no liability of any kind but may in its discretion refund any fees paid by the sponsor.
18. CANCELLATION BY SPONSOR - Cancellation of any exhibit space must be made in writing. Should the sponsor be unable to occupy and use the exhibit space and should the sponsor notify SBI in writing by contacting Raymond Baltar (raymond@sonomabiocharinitiative.org) at SBI before July 1, 2012, 50% of the total contracted amount will be refunded. No refund of any fees will be made if written notice of cancellation is received later than July 1, 2012. The fees are non-transferable. If a sponsor cancels their participation, related sponsor benefits, i.e., US Biochar Conference registrations, do not apply. In the event of cancellation, SBI shall have the right to use any exhibit space assigned to Sponsor to suit its convenience, including making such space available to another sponsor. SBI assumes no responsibility for having included the name of Sponsor or descriptions of its products and/or services in the event marketing materials.
19. SBI'S RIGHT TO REMOVE THE SPONSOR'S PROPERTY - SBI reserves the right to remove from the location any or all of the property of the sponsor should the US Biochar Conference be cancelled or relocated or should the sponsor violate any of the conditions of the Sponsor's Agreement. This right may be exercised without prior notice and without hearing.
20. VIOLATIONS OF THE CONDITIONS - Any of the following actions by a sponsor shall constitute a violation of the conditions of the Sponsor's Agreement: Use of display of equipment, products, or services that varies in any significant way from the description on the Sponsor Contract. (b.) Violation of any municipal, state, or federal laws, rules or regulation, including safety codes. (c.) Failure to follow the procedures prescribed in Sections 1 through 19. (d.) Failure to

remove property from the location upon cancellation or relocation of the US Biochar Conference.

21. LIABILITY - SBI undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the sponsor, his officials, agents or employees, or for the protection of the property of the sponsor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the sponsor. Any protection exercised by SBI shall be deemed purely gratuitous on its part and in no way be construed to make it liable for any loss or inconvenience suffered by the sponsor. The sponsor agrees to indemnify and hold SBI and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the sponsor or any of his representatives or from the display or use of property of the sponsor. SBI shall not be liable for any failure to deliver space to a sponsor or for the loss of allotted space of a sponsor, who has contracted for exhibit space under the terms of this agreement, if non-delivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; acts of terrorism; strikes; the authority of the law, or any cause beyond its control. SBI will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse sponsors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by SBI for advertising, administration, and similar and related costs.
22. LIMITATION OF LIABILITY - Notwithstanding anything set forth herein to the contrary, in no event shall either party be liable for any lost profits or special, incidental, or consequential damages (however arising, including negligence) arising out of or in connection with this agreement. Furthermore, in no event shall SBI's liability to the sponsor arising out of or related to this agreement whether based in contract, negligence, strict liability, tort or other legal or equitable theory, including any indemnification obligation, exceed the total sponsor fee paid to SBI hereunder.
23. REMEDIES - In the event the sponsor violates any of the conditions of the Sponsors Rules and Regulations, SBI reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other right or remedies granted under this agreement or available under general contract law: (1.) SBI may order the sponsor to remove his exhibit and personnel, or have them removed under the provisions of Section 19. In these circumstances, no part of the sponsor's fees will be returned, (2.) SBI may refuse thereafter to enter into any agreement with the same or related signatory/sponsor to lease booth space at the future conferences or conventions sponsored by SBI. SBI, in addition to all other remedies it is entitled to invoke under the terms of this Agreement, may require the sponsor to pay to SBI, as liquidated damages, and not as penalty, an amount equal to 100% of the sponsor's fee where the signatory/sponsor violates the restriction on selling set forth in Section 15.